

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

9-0121135

No.

Date JAN 3 1979

Fee \$10.00

ICC Washington, D. C.

RECORDATION NO. 9585-5 Filed 1425

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INTERSTATE COMMERCE COMMISSION

January 3, 1979

Amendment Agreement Dated as of December 20, 1978,
Amending Conditional Sale Agreement
Filed Under Recordation No. 9585 and
Lease Filed Under Recordation No. 9585-B

Dear Sir:

Pursuant to 49 U.S.C § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation counterparts of the following document:

Amendment Agreement dated as of December 20, 1978, among Consolidated Rail Corporation, Continental Illinois National Bank and Trust Company of Chicago, as agent, Pocahontas Kentucky Corporation, First Pennsylvania Bank N.A., as trustee, Shenandoah Virginia Corporation and Continental Illinois National Bank and Trust Company of Chicago and Philadelphia National Bank.

This Amendment Agreement amends a Conditional Sale Agreement dated as of May 15, 1978, previously filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 19, 1978, under Recordation No. 9585. This Amendment Agreement also amends a Lease of Railroad Equipment, dated as of May 15,

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. DE KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENTHAL

JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

COUNSEL
ROSSELL L. GILPATRIC
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

CARLYLE E. MAW
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

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75008 PARIS, FRANCE
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33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N.Y.
CRAVATH, PARIS
CRAVATH, LONDON E.C.2

RECEIVED
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I.C.C.
FEED OPERATION BR.

1978, previously filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 19, 1978, at 8:40 a.m., Recordation Number 9585-B, as amended by an Amendment Agreement dated as of December 1, 1978, previously filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1978, at 12:40 p.m., Recordation Number 9585-D.

Please file and record the Amendment Agreement and assign it Recordation Number 9585-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission, for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document and the attached copies of this transmittal letter with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the remaining counterparts of the document and the copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,



David C. Spialter,
As Agent for Consolidated
Rail Corporation

H. G. Homme, Esq.,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423.

Encls.

55A

BY HAND

ICC Copy

RECORDATION NO. 9586-E Filed 1425

JAN 3 1979-1 45 PM

AMENDMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 20, 1978, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent (the "Agent"), POCAHONTAS KENTUCKY CORPORATION, a Kentucky corporation (the "Owner"), FIRST PENNSYLVANIA BANK N.A., not in its individual capacity but solely as trustee (the "Lessor"), SHENANDOAH VIRGINIA CORPORATION (the "Builder") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and PHILADELPHIA NATIONAL BANK (such last two named banks being herein called the "Investors").

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of May 15, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Builder and the Lessor are parties to a Conditional Sale Agreement dated as of May 15, 1978 (the "CSA"), and which was filed and recorded with the Interstate Commerce Commission (the "ICC") pursuant to Section 20c of

the Interstate Commerce Act on July 19, 1978, at 8:40 a.m., recordation number 9585, and which was assigned to the Agent pursuant to an Agreement and Assignment dated as of May 15, 1978, between the Builder and the Agent, which Agreement and Assignment was filed and recorded with the ICC pursuant to Section 20c of the Interstate Commerce Act on July 19, 1978, at 8:40 a.m., recordation number 9585-A;

WHEREAS the Lessee and the Lessor are parties to a Lease of Railroad Equipment dated as of May 15, 1978, which was filed and recorded with the ICC on July 19, 1978, at 8:40 a.m., recordation number 9585-B, and which was assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of May 15, 1978, which Assignment of Lease and Agreement was recorded with the ICC on July 19, 1978, at 8:40 a.m., recordation number 9585-C;

WHEREAS the aforementioned Lease and Lease Assignment were amended by an Amendment Agreement dated as of December 1, 1978, between the Lessor, the Lessee and the Agent (such Lease as so amended being hereinafter called the "Lease"); and

WHEREAS the parties hereto desire to change the Cut-Off Date, as such term is used in the Participation Agreement, the CSA and the Lease.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and

sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. The parties hereto which are parties to the Participation Agreement hereby amend (a) the first sentence of the first paragraph of Paragraph 8 of the Participation Agreement and (b) the first sentence of the third paragraph of Paragraph 8 of the Participation Agreement by deleting the date "December 28, 1978" from each such sentence and inserting in lieu thereof the date "January 31, 1979". Such parties hereby amend the first sentence of the fourth paragraph of Paragraph 8 of the Participation Agreement by deleting the words "and January 15, 1979" from clause (b) of such sentence and inserting in lieu thereof the words "January 15, 1979, and July 15, 1979".

2. Each party hereto other than the Lessor and the Builder hereby approves the amendment contained in Section 3 hereof, and each party hereto other than the Lessor and the Lessee hereby approves the agreement contained in Section 4 hereof.

3. The Lessor and the Builder hereby amend (a) the first sentence of the second paragraph of Article 3 of the CSA, (b) the second sentence of the second paragraph of Article 4 of the CSA by deleting the date "December 28, 1978" from each such sentence and inserting in lieu thereof the date "January 31, 1979". The Lessor and the Builder

hereby amend the column headed "Estimated Time and Place of Delivery" in Annex B to the Conditional Sale Agreement by deleting therefrom the date "September 1978" and inserting in lieu thereof the date "January 1979".

4. The Lessor and the Lessee agree that the phrase "the Cut-Off Date (as defined in Paragraph 8 of the Participation Agreement)" in the first sentence of the second paragraph of § 3 of the Lease shall mean the Cut-Off Date under the Participation Agreement as amended by Section 1 of this Amendment Agreement. The Lessor and the Lessee hereby amend the column headed "Estimated Time and Place of Delivery" in Schedule 1 of the Lease by deleting therefrom the date "September 1978" and inserting in lieu thereof the date "January 1979".

5. This Amendment Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.


6. This Amendment Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized

officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by


V. P. & Treasurer

POCAHONTAS KENTUCKY CORPORATION,

by

FIRST PENNSYLVANIA BANK N.A.,
not in its individual capacity,
but solely as Owner-Trustee,

by

SHENANDOAH VIRGINIA CORPORATION,

by

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO,
as Agent,

by

Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

by

Vice President

THE PHILADELPHIA NATIONAL BANK,

by

Vice President

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 2nd day of December 1978, before me personally appeared R. F. Fox, to me personally known, who, being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Alfonso J. DiGregorio
Notary Public
ALFONSO J. DIGREGORIO
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 7, 1980

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1978, before me, personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of FIRST PENNSYLVANIA BANK N.A., that the seal affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF VIRGINIA,)
) ss.:
CITY OF ROANOKE,)

On this day of 1978, before
me personally appeared , to me
personally known, who being by me duly sworn, says that he is
 of SHENANDOAH VIRGINIA CORPORATION, that one
of the seals affixed to the foregoing instrument is the
coporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1978, before me
personally appeared , to me personally
known, who being by me duly sworn, say that he is a Vice
President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corpora-
tion, that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF)
) ss.:
CITY OF)

On this day of 1978, before me
personally appeared , to me
personally known, who being by me duly sworn, says that he is
 of POCAHONTAS KENTUCKY CORPORATION, that one
of the seals affixed to the foregoing instrument is the cor-
porate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the execu-
tion of the foregoing instrument was the free act and deed of
said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1978, before me per-
sonally appeared , to me personally
known, who being by me duly sworn, says that he is a
 of THE PHILADELPHIA NATIONAL BANK, that one of
the seals affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corpora-
tion.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires